

NBP-1027-2307250002732957

GoS-KHI-7B2F0FA91FF70DBA

Non-Judicial

Rs 3,012/-

Description	: Contract - 15(a)
Principal	: PTCL [08015996]
Contractor	: Sindh Bank [36540087]
Applicant	: Azhar Baig [42201-8715567-1]
Stamp Duty Paid by	: Sindh Bank [36540087]
Issue Date	: 25-Jul-2023, 10:25:24 AM
Paid Through Challan	: 2023025A78ED0557
Amount in Words	: Three Thousand and Twelve Rupees Only

Please Write Below This Line

Services Agreement

This Services Agreement for data connectivity (hereinafter called "Agreement"), is made on this 25th July 2023 at Karachi

BY AND BETWEEN

Sindh Bank Limited, a banking company incorporated under the Laws of Pakistan having its head office on the 3rd Floor, Federation House, Clifton, Karachi (hereinafter referred to as the '**Sindh Bank**' through its authorized representative which expression shall, where the context so permits, include its successors-in-interest, executors, and permitted assigns) of the First Part;

And

Pakistan Telecommunication Company Limited a company incorporated under the laws of Pakistan and having its registered office at PTCL Head Office, Room # 17, Ground Floor (Margalla Side), Ufone Tower, Plot # 55-C, Main Jinnah Avenue, Sector F-7/1, Blue Area, Islamabad (hereinafter called the '**PTCL**' or '**Vendor**' through its authorized representative which expression shall, where the context so permits, include its successors-in-interest, executors and permitted assigns) of the Other Part.

WHEREAS the Vendor is the service provider of Communication Links, data connectivity services etc.

AND WHEREAS, Sindh Bank is desirous of procuring services from the Vendor which will enable the Sindh Bank to establish data connectivity between its site and the Head Office ('Services').

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AND WHEREAS, to provision the Services, the Vendor shall install / commission the Fiber Optics with 20 Mbps CIR data link for 2 sites with Aggregation 1st link at **PITB Arfa Karim Tower Lahore** and 2nd link at **PITB Arfa Karim Tower Lahore** as detailed below ('Links') on the terms and conditions laid down hereinafter, including the payment of MRC Rs.71,700 ('Monthly Recurring Charges') to be made by Sindh Bank against the installation and commissioning of the both Links and against the provisioning of Services.

S#	Code	Site/Locations	Media	Monthly recurring charges including taxes (PKR)
1	PITB 1st link	PITB Arfa Karim Tower Lahore	Fiber	35,850
2	PITB 2nd link	PITB Arfa Karim Tower Lahore	Fiber	35,850

Vendor agrees to provide the services to Sindh Bank, as per tender opening date 1st Feb 2023

Terms & Conditions

The Vendor shall establish data connectivity between the site of the Sindh Bank and its Head Office or any given site/location through L3 VPNs over the Vendor's MPLS based network, by installing and commissioning of Links at the sites specified hereinabove ('Sites').

1. All terms and conditions of the tender document will remain part of this agreement.
2. Link must be installed and handed over within 75 days after the order of installation in Pakistan. Sindh Bank shall impose a fine of Rs. 500/- per day in case of failure to deploy the Links at the Un- Installed Sites within 5 days of the Delivery Timelines with respect to such Sites and Rs. 1000/- per day will be charged in case of failure of deploy the Links at the Un-Installed Sites within 15 days of the Delivery Timelines up to maximum of Rs100,000/- per branch. Vendor will be issued a certificate of delivery /satisfaction by Sindh Bank which shall evidence that data connectivity at Un-Installed sites has been established with other sites.
3. The One Time Installation Cost and the Monthly Recurring Costs includes all taxes, installations, software, labour etc. including delivery charges up to the Sites on a countrywide basis.
4. Within thirty (30) days, Sindh Bank shall pay the Vendor agreed One Time Costs (OTC) and Monthly Recurring Charges (MRC) mentioned in Vendor proposal with respect to the Link successfully deployed at Sites. The Vendor shall raise an invoice with respect to the OTC and MRC as soon as reasonably possible, however failure by the Vendor to submit a timely invoice shall not affect Sindh Bank obligation to make the payment within the reasonable time subject to vendor raising the invoice even at a later date.
5. In consideration of the Services being provisioned by the Vendor, Sindh Bank shall be liable pay the Vendor as per attached list which is already mentioned in Vendor proposal as Monthly Recurring Charges ('MRC'). The accrued Monthly Recurring Charges with respect to the period starting from the 1st link installation /provisioning till the Effective Date shall be payable within 30 days.
6. Subject to Clause 4, the Monthly Recurring Charges shall be payable on a quarterly basis. Effective from when circuits get commissioned in 2023, the aggregate Monthly Recurring Charges for the relevant quarter ('Aggregate Quarterly Charges') shall be payable within 30 days from the commencement of the quarter. The Vendor shall raise an invoice with respect to the aforementioned Aggregate Quarterly Charges as soon as reasonably possible.
7. All the payment due hereunder shall be effected either through wire transfer to Sindh Bank account designated by the Vendor or through pay order in favor of the Vendor.
8. One resident engineer shall be dedicated to Sindh Bank to resolve the day-by-day support issues and deployment of the project without any additional cost to Sindh Bank.
9. Sindh Bank would refund the bid security submitted by the Vendor within 7 days from the submission of performance guarantee as per tender document.
10. Vendor must provide min 98% link availability with the following clauses of down time in terms of the SLA
 - Equal or more than 6 hours and less than 12 hours = Rs. 1000 deducted
 - Equal or more than 12 hours and less than 18 hours = Rs. 2000 deducted
 - Equal or more than 18 hours and less than 24 hours = Rs. 4000 deducted
 - Equal or more than 24 hours and less than 48 hours = 10,000 deducted
 - Per day Rs. 10,000 will be deducted after 48 hours
11. The Vendor will provide Sindh Bank with a performance security in the form acceptable to Sindh Bank for an amount equivalent to 10% of the total contract price. Sindh Bank shall release the performance security after 6 months from effective date of contract.



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12. Termination

12.1 Sindh Bank may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 14. In such an occurrence Sindh Bank shall give not less than thirty days' written notice of termination to the Vendor:

- a) If the Vendor does not remedy the failure in the performance of their material obligations under the Contract, within thirty (30) days after being notified or within any further period as Sindh Bank may have subsequently approved in writing;
- b) If the Vendor becomes insolvent or bankrupt;
- c) If the Vendor, based on evidence gathered by Sindh Bank, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; and
- d) If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than thirty consecutive (30) days;

12.2 The Vendor may terminate this Contract, by not less than thirty (30) days' written notice to Sindh Bank, such notice to be given after the occurrence of any of the events specified in below paragraphs (a) through (b) of this Clause:

- a) If Sindh Bank fails to pay any money/amount due to the Vendor pursuant to this Contract within the specified time:
 - i. If the Vendor becomes insolvent or bankrupt;
 - ii. If the Vendor, based on evidence gathered by Sindh Bank, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; and
 - iii. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- b) Upon termination (or expiry) of the Contract, the Vendor shall forthwith cease the provisioning of the Services and would be entitled to immediately retrieve all Links and parts thereof and Sindh Bank shall extend full support to the representatives of the Vendor with regards to, inter alia, their entrance into Sindh Bank's premises for the purpose of de-commissioning and retrieving the Links. Furthermore, immediately upon the execution of the Contract, Sindh Bank shall pay the Vendor the One Time Set-Up Charges and / or Monthly Recurring Charges applicable till the date of termination or expiry of the Contract.

13. If any provision of this Contract is declared or held by any judicial or other competent authority to be void or otherwise unenforceable, the remaining provisions of this Contract shall remain in full force and effect. The Parties shall then attempt to find a new provision to replace the invalid or unenforceable one. The new provision shall be as close as possible to the Parties' original intentions.

14. The term of this Agreement shall be for a period of 01 (one) year starting from the date of billing of the links, which may be extendable up to 03 (three) years by mutual consent of both parties commencing from the effective date of this agreement.

15. Sindh Bank acknowledges that the ownership of all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights (collectively, the "Intellectual Property Rights") with respect to the Links or any other equipment installed by the Vendor, as well as all Intellectual Property registered by the Vendor or its affiliated companies (if any) reside in and shall remain exclusively in the original owner of the of the Intellectual Property Rights (with whom the Vendor has a contractual arrangement) or the Vendor (as the case maybe) and Sindh Bank shall not take any action or commit any omission which would jeopardize in any way the rights of the Vendor and vice versa.

16. No addition or modification or variation of this Contract shall be effective or binding on either of the Parties hereto unless mutually agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

17. Notwithstanding anything contained hereof the Vendor shall not be liable for any interruption or fault in the Services provided to Sindh Bank due to any reasons attributable to Sindh Bank and/or the third parties or due to any reason which may include Force Majeure or otherwise.

18. The Vendor will not assign this Contract to any party without the consent of Sindh Bank provided that it shall ensure that the assignee shall undertake to perform the obligations of the Vendor under this Contract. The agreement will be executed by authorized representatives of both parties.

19. Either Party may specifically waive any breach of this Contract by the other Party, provided that no such waiver shall be binding or effective unless in writing and no such waiver shall constitute a continuing waiver of similar or other breaches. A waiving Party may at any time, upon notice given in writing to the breaching Party, direct future compliance with the waived term or terms of this Contract, in which event the breaching Party shall comply as directed from such time forward.

20. CONFIDENTIALITY

20.1 **Confidential Information.** For the purposes of this Agreement, the term "Confidential Information" shall mean any information comes in possession of Vendor and its personnel during normal course of

business / Services shall be the property of Sindh Bank at all times and / or any of Sindh Bank's communications, whether in oral, written, graphic, magnetic, electronic, or other form, that is either conspicuously marked "confidential" or "proprietary," or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by Vendor.

20.2 In the event of breach of this clause, either party shall be liable to pay damages to the affected party and indemnifies the other party against any injury arising out of any breach of this clause by either party.

20.3 The Parties obligations in this section will survive after the termination of this Agreement.

21. INDEMNIFICATION

21.1 Both Parties shall indemnify, defend, and hold harmless each other and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnities") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier's performance under this Agreement).

21.2 This Parties obligations in this section will survive after termination of this Agreement Any notice, request, statement, intimation, reference or other communication provided for in this Contract shall be made in writing and shall be directed by registered mail or secured courier service or facsimile, as the case may be, to the Parties' authorized representatives on the address of the Parties as given below. If either Party wishes to make a change to the information below, such Party shall give a written notice to the other Party at least five (5) days in advance.

PTCL	Sindh Bank
The Group Director Enterprise Solutions South-I Address: PTCL Zonal Office (South), Hatim Alvi Road, Clifton, Karachi Phone: +92-21-358777791	The EVP/Head of IT Sindh Bank Limited 3 rd Floor, Imperial Court Building, Dr. Ziauddin Ahmed Road, Karachi. Phone: +92-21-35829394 +92-21-35829320

All notices shall only be effective on receipt.

21.3. Notwithstanding anything contained herein, in the event of any conflict between the Contract and the Tender document, the Contract shall take precedence.

22. Ensuring Access to SBP

Vendor and Sindh Bank will ensure that the State Bank of Pakistan is provided necessary access to the documentation and records in relation to the outsourced activities and the right to conduct on-site to State Bank of Pakistan if required.

23. Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by Sindh Bank or the Vendor may be taken or executed by the authorized officials.

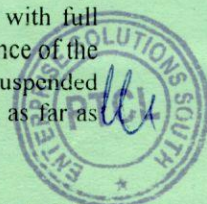
24. Force Majeure

This Agreement shall be suspended during the period and to the extent of such period that either Parties are prevented or hindered from complying with their obligations under any part of this Agreement by any cause beyond their reasonable control, including but not limited to, Acts of God, Government restrictions, war and hostilities, invasion, act of foreign enemies, rebellion, revolution, riot, industrial disputes, Import and/or Export restrictions, natural disasters.

If either Party is temporarily rendered unable wholly or in part by Force Majeure to perform its duties or accept performance by the other Party under the Agreement it is agreed that on such Party giving notice with full particulars in writing of such Force Majeure to the other Party within seven (07) days after the occurrence of the cause relied on, then the duties of such Party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for not for longer period and such cause shall as far as possible be removed with all reasonable speed.

24.1. Neither Party shall be responsible for delay caused by Force Majeure. The term of this Agreement shall be extended for such period of time as may be necessary to complete the work which might have been

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accomplished but for such suspension.

- 24.2. If either Party is permanently prevented wholly or in part by Force Majeure for period exceeding one (01) month from performing or accepting performance, the Party concerned has the right to terminate this Agreement immediately giving notice with full particulars for such Force Majeure in writing to the other Party, and in such event, the other Party is entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

25. Applicable Law and Dispute Resolution

- 25.1. The validity, applications, interpretation and implementation of this Agreement and any dispute, controversy and claims shall be governed by the laws of Pakistan.
- 25.2. If at any time, any differences or disputes arise between the Parties which cannot be resolved by informal negotiation within fifteen (15) days, then either Party may give the other Party notice in writing of the existence of such difference or dispute, specifying the nature and extent of the disputed points at issue and the Parties shall then proceed expeditiously and in good faith to resolve such matters by formal consultation and negotiation. If the Parties are unable to resolve the matters in dispute within a period of thirty (30) days immediately commencing from the date of original notice of the dispute(s), then all such dispute(s) shall be settled through arbitration by sole arbitrator appointed with the mutual consent of the Parties. The arbitration shall be held under the provisions of the Arbitration Act 1940 as amended. The arbitration shall be held in Islamabad, Pakistan and the language of the proceeding shall be English. The award shall be binding on the Parties.

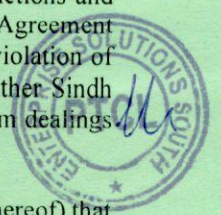
26. Obligation of the Contractor

- 26.1. The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Vendor shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Sindh Bank, and shall at all times support and safeguard the Sindh Bank legitimate interests in any dealing with Sub-Suppliers or third Parties.
- 26.2. If the obligation of warranty period is not met or delayed, the repair etc. requirement on this account will be carried out by Sindh Bank & the billed amount will be deducted from the performance security/ upcoming payment due to failure to provide services. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the vendor.

27. Compliance Provisions

- 27.1. Sindh Bank represents and warrants on behalf of itself, its directors, employees and any third party employed and/or retained to act for or on its behalf including, without limitation, agents, contractors, sub-contractors and other representatives ("Representatives") (including executive officers and directors of any such Representatives) that:
- 27.2. it complies and will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, anti-money laundering and counter financing of terrorism including but not limited to the Anti -Money Laundering Act 2010, Anti-Terrorism Act 1997, Prevention of Corruption Act 1947 (as amended from time to time) and to any applicable foreign anti-bribery and anti-corruption laws, anti-money laundering and counter financing of terrorism laws ("Relevant Requirements") to the extent applicable;
- 27.3. it will not directly or indirectly through a third party, in relation to, in connection with, or arising from the performance of this Agreement (and any subsequent Contract or Agreement) offer, promise or give to any third party (including any governmental official or political party official, representative or candidate) nor will it seek, accept, or agree to receive for itself or for another party, any gift, payment, reward, consideration, advantage or benefit of any kind which would, or could reasonably be construed as, bribery or an illegal or corrupt practice; and
- 27.4. it has and shall maintain in place throughout the term of this Agreement its own adequate compliance policies and procedures that are aligned with the Relevant Requirements and shall train its own employees on its policies and procedures to ensure compliance with the Relevant Requirements and will enforce its policies and procedures where appropriate.
- (a) Sindh Bank agrees at all times to comply with all applicable sanctions and export control laws in carrying out its responsibilities under this Agreement including any applicable Pakistani and foreign sanctions and export controls laws. Sindh Bank will not, in connection with any activities governed by this Agreement transfer any item to, from, or through – either directly or indirectly – any country or person in violation of any applicable sanctions and export control laws. Sindh Bank warrants and represents that neither Sindh Bank nor any of its affiliated persons or Representatives, is a sanctioned person/entity with whom dealings are prohibited or restricted under any applicable sanctions and export control laws.
- (b) Sindh Bank represents and warrants that, for the term of the Agreement, no funds (or portion thereof) that the Sindh Bank may remit as part of any Agreement or Contract with PTCL will constitute the proceeds of crime; Sindh Bank will not (whether knowingly or with cause to suspect) acquire, use, possess, retain, control

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or otherwise deal in funds or other property constituting the proceeds of crime; Sindh Bank will not otherwise engage in any activity or become concerned in an arrangement that may constitute an offence under any applicable anti-money laundering and counter financing of terrorism laws.

(c) Sindh Bank shall immediately and in any case within three (3) business days report to PTCL in writing the following: (i) any actual or suspected violations of this Clause including any request or demand for any undue financial or other undue advantage of any kind that it receives in connection with the performance of this Agreement; (ii) any instances where the Contractor, or any of its affiliated persons or Representatives, becomes listed on any sanctions or export controls list, becomes subject to any sanctions or becomes aware that any governmental authority has initiated any investigation or proceedings against it related to potential corruption, sanctions, export controls or anti-money laundering and terrorism financing violations.

(d) Sindh Bank agrees that it will maintain all its records for the entire duration of the Agreement, and for at least three (03) years thereafter or for as long as required under the applicable law; and make readily available to PTCL, any books, records or accounts, and personnel related to the business/Agreement entered into with PTCL, and make its personnel accessible to PTCL in this regard, if so requested for the purpose of any investigation and/or audit that PTCL may have to carry out for a legitimate reason determined by PTCL.

(e) Notwithstanding any other provision of this Agreement, breach of any of the provisions in this Compliance Clause is a material breach of this Agreement and, without prejudice to any other right or remedy under this Agreement or at law, entitles PTCL to suspend the payments and terminate this Agreement (and any contract or agreement with Sindh Bank) immediately.

28. Extension of Time

Any period within which Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

29. Taxes and Duties

The Vendor shall be liable to pay such direct or indirect taxes duties, fees, and other impositions levied under the Applicable Laws, the amount of which deemed to have been included in Contract Price

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

Signature

Name M. Umar Farooqi

Designation GROUP DIRECTOR

Company Name P.T. C.L

Address PTCL ZONAL OFFICE HATIM
ACVI ROAD, Block-4, CLIFTON, KARACHI

Stamp

Witness:

Signature

Name

Designation HOZEFA TAJAN
Senior Manager
Enterprise Sales (South)
PTCL Karachi

Address

Signature

Name

Designation

Company Name

Address

SYED ATA HUSSAIN
EVP Head Information Technology
SINDH BANK LIMITED
Head Office, Karachi.

Stamp

Witness:

Signature

Name

Designation

Address

AVP - I.
Imperial Court
Sindh Bank

Date:

25/05/23

Bid Evaluation Report		
Supply & Installation of Communication Link Primary Link For Punjab IT Board .		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1294/2023
3	Tender Description	Supply & Installation of Communication Link Primary Link For Punjab IT Board
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA NIT ID: T00531-22-0018 Express Tribune, Sindh Express, Daily Express (13/01/2023)
6	Total Bid Documents Sold	02
7	Total Bids Received	02
8	Technical Bid Opening Date	01/02/2023 Time: 1130 Hours
9	Financial Bid Opening Date	01/02/2023 Time: 1130 Hours
10	No of Bid Technically Qualified	02
11	Bid(s) Rejected	0

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.720,000 /-)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s PTCL.	Rs. 430,200/- (Rs 35,850 x 12)	1st Qualified Bidder	Rs. 289,800/- Below with the estimated cost	Accepted Being the Most Advantageous Bid	
1	M/s LinkDotNet Telecom Limited.	Rs. 630,960/- (Rs 105,160/2 x 12)	2nd Qualified Bidder	Rs. 89,040/- Above with the estimated cost	Accepted Being the Most Advantageous Bid	

Note: Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s PTCL. is the most advantageous bid and hence recommended for Supply & Installation of Communication Link Primary Link For Punjab IT Board to Sindh Bank Ltd.

Hassan Raza

AVP/Finance Division

M. Javed Iqbal
VP-I/Operations Div.

S. Zeeshan ul Haq

SVP-II/I.T. Division

Members – Procurement Committee

(Mr. Dilshad Hussain Khan) Chief Financial Officer – EVP – Chairperson

(Mr. Arshad Abbas Soomro) Head of Administration-SVP-Member

(Mr. Syed Muhammad Aqeel) Chief Manager, IDBL, KHI –AVP – Member

(Mr. Syed Assad Ali Shah) GBH Sindh (R) – EVP – Co-opted Member

(Mr. Syed Ata Hussain) Head of I.T – EVP – Co-opted Member

President / CEO

Signature

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Sindh Bank Ltd
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Scheduled Bank
- 3) TITLE OF CONTRACT Supply & Installation of Communication Link Primary Link
- 4) TENDER NUMBER SNDB/COK/ADMIN/COK/1294/2023
- 5) BRIEF DESCRIPTION OF CONTRACT Supply & Installation of Communication Link Primary Link
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.720.000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 year
- 10) TENDER OPENED ON (DATE & TIME) 01/02/2023 at 1130 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 2
(Attach list of buyers) _____
- 12) NUMBER OF BIDS RECEIVED 2
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 2
- 14) BID EVALUATION REPORT 19/07/2023
(Enclose a copy) _____
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s.PTCL Buzze Station, Hattary
- 16) CONTRACT AWARD PRICE Rs.430,020/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1. M/s. PTCL 2. M/s. Linkdot net Telecom Limited

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA NIT ID: T00531-22-0018 13/01/2023
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Express, Tribune, Sindh Express & Daily Express 13.11.2023
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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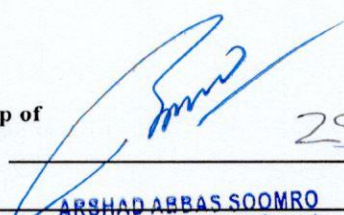
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	

Signature & Official Stamp of
Authorized Officer


ARSHAD ABBAS SOOMRO
Head of Administration & Security
Administration Division
Sindh Bank Limited
Head Office Karachi

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset

<u>Buyer List</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	PTCL	1150
2	Linkdot Net	1150
Total		2300

3. SCOPE OF WORK // TECHNICAL SPECIFICATION

Sindh Bank Limited requires Supply & Installation of Communication Link Payment will be done on supply and installation of actual deployment. Details are as follows:

	Technical Requirement
	Requirement of Communication Link on Fiber Optic
1	Connectivity Required For PITB (Punjab IT Board)
1.1	<p>SNDB require Fiber Optic/ Radio layer 2 connectivity for creating Virtual Private Network (VPN) over physical connectivity. Bid is invited for 20 Mbps CIR (Committed Information Rate) on fiber optics for Imperial Court Karachi to Punjab IT Board (PITB) located at 5th, 6th floor Arfa Karim Tower Lahore</p> <p>To maximize availability of the links, vendor who is already providing 1st link for the site will not be allowed to provide 2nd link for the same site i.e. If company A is providing 1st link, company A cannot provide the 2nd link directly or indirectly.</p> <p>Ethernet interfaces should be provided at all three Aggregation sides.</p>
1.2	<p>Appropriate links on dual fiber (buried) for Aggregation Sites shall be provided at SNDB Data Center at Imperial Court Civil Line, Karachi, SNDB and DR Site Lahore</p> <p>Aggregation, DR Site link cost must be covered with site link i.e. no separate charges will be paid for Aggregation, DR site and Control Room.</p> <p>Addresses for Aggregation ,head office and DR Site: <u>Aggregation Site:</u> Imperial Court Civil Line, Karachi, Clifton, Karachi. <u>DR(Disaster Recovery) Site:</u> Sindh Bank DHA Y Block Branch, Plot 159, Sector Y, Commercial Area, D.H.A, Lahore Cantt. Lahore.</p>
1.3	<p>Standard sealed cabling with all the accessories (UPVC piping) should be used at branch and aggregation ends to terminate the link within the branch building/premises.</p> <p>Service provider will be responsible for the transportation, boarding & lodging of its engineering/support team at all sites without any additional cost to SNDB.</p> <p>Link must be installed and handed over within 30 days after the order of installation anywhere in Pakistan.</p>

Sindh Bank Limited
Tender Document – Supply & Installation of Communication Link

1.4	<p>Bidder should provide visibility of services offered on monitoring system / NMS.</p> <p>Link must have the capability of data bandwidth up gradation for future expansion requirements.</p> <p>In case branch is shifted from one location to other location within city. Vendor will be responsible to move the link to other location without any additional cost to bank.</p>
1.5	<p>The proposed solution must comply with PTA regulations for IT Infrastructure Security for all types of processes. The bidder should have all necessary licenses from PTA for data communications.</p>
1.6	<p>First shifting cost of any site (site/aggregations) will be FOC</p>
1.7	<p>Bidder will responsible to reply against any compliance related issue raised by PTA or any governing/administrative authority</p>

Note:

1. In order to qualify, all Technical requirements as mentioned above must be met. Fail to qualify a single requirement will result disqualification or waiver of 12 month of MRC of running/connected sites which suits SNDB best.
2. Any miss-commitment may lead to disqualify even after the award of contract and onus will lie on the bidder.
3. In case of service provider has failed to provide the required service to the desired standards SNDB has the right to cancel the services on one month notice period and arrange the required services from other service provider.
4. 98% uptime would be required and selected bidder will sign SLA with appropriate penalty clauses:
 - Equal or more than 6 hours and less than 12 hours = Rs. 1000 deducted
 - Equal or more than 12 hours and less than 18 hours = Rs. 2000 deducted
 - Equal or more than 18 hours and less than 24 hours = Rs. 4000 deducted
 - Equal or more than 24 hours and less than 48 hours = 10,000 deducted
 - Per day Rs. 10,000 will be deducted after 48 hours

5. Formula for selecting lowest Financial Bid Value:

$$\text{Bid Value} = \frac{(\text{Total OTC of all site quoted})}{(\text{No. of Site on Fiber/ Radio})} + \frac{(12 \times \text{Total MRC of all site quoted})}{(\text{No. of Site on Fiber/Radio})}$$

Contract agreement is extendable / renewable upto 3 years only on mutual understanding on same terms & conditions and rates.

Sindh Bank reserves the right to ask for demo connectivity b/w Sindhbank's aggregation site and any existing branch/site/location. Fail to provide the demo link will lead to disqualification

OPENING OF BID
FINANCIAL PROPOSALS

Link to Punjab Di Board

FOR SELECTION OF Supply & Installation of Communication Link-Primary

Date: 01-02-2023

S.No	Company Name	Total Bid Offered		Signature of Company Representative	Remarks
		Announced	Evaluated		
①	PTCL	Rs. 430,200/-			
②	Inddotnet Telecom Ltd	Rs. 630,960/-			

Signature –Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)

[Handwritten signatures of Procurement Committee Members]

Circular

SNDB/CO/ADMIN/BIDDING/CIRC/1294/2023

Date: 01-02-2023


Opening of Tender for Selection of Supply & Installation of Communication Link - Primary
Link for Punjab IT Board

Bidders have been called upon to participate for the subject purpose. Members of the procurement committee are requested to attend the event as per the given schedule:

Bid Opening Date: 01-02-2023

Bid Opening Time: 1130 Hours

Venue : Board Room




Ather Iqbal
Incharge Procurement

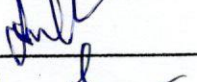
Signature –Procurement Committee Members


Head of Administration

Chief Financial Officer

Chief Manager (IDBL)







MINUTES OF THE OPENING OF THE TENDER (TECHNICAL /FINANCIAL PHASE)

TYPE OF PROCUREMENT

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Supply & Installation of Communication link - Primary Link for
Punjab RT Board

TYPE OF TENDER

SINGLE STAGE-ONE ENVELOPE / SINGLE STAGE-TWO ENVELOPE / TWO STAGE / TWO STAGE-TWO ENVELOPE

OPENING DATE

01-02-23

OPENING TIME

1130 Hz.

ATTENDANCE (MEMBER PC)

244

174

C.

ATTENDANCE (REPS. OF BIDDERS)

NAME

FIRM

BID OFFERED

ATP

22

10

TOTAL BIDS ACCEPTED FOR EVALUATION

TOTAL BIDS REJECTED

REMARKS

~~SECRET~~

THE

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
500 5TH AVENUE
NEW YORK 17, N.Y.

SECRET

1000

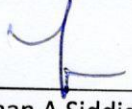
OFFICE ORDER

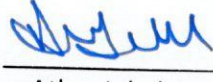
SUBJECT: EXTENSION FOR BID VALIDITY PERIOD

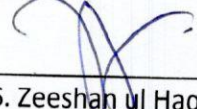
As per SPPRA Rule 38 (2), approval is solicited for further Ninety (90) days extension of "Bid Validity Period" for the following tender having SPPRA NIT ID No: T00531-22-0018

1. Supply & Installation Of Communication Link Primary Link For Punjab IT Board.

The reason for extension is due to delay in submission of agreement at vendor's end as legal department of M/s PTCL has raised some queries over the agreement's few points which are under internal discussion and take some more time.


 Farhan A Siddiqui
 AVP-I/Admin Division


 Ather Iqbal
 AVP-I/Admin Division


 S. Zeeshan ul Haq
 SVP/IT Division

Members – Procurement Committee

(Mr. Dilshad Hussain Khan) Chief Financial Officer – EVP – Chairperson

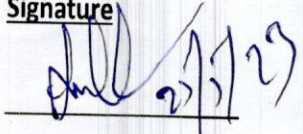

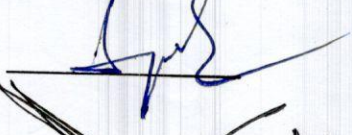
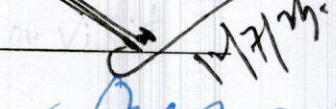
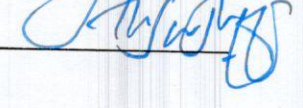
(Mr. Arshad Abbas Soomro) Head of Administration – SVP – Member

(Mr. Syed Muhammad Aqeel) Chief Manager, IDBL, KHI –AVP – Member


 (Mr. Syed Assad Ali Shah) GBH Sindh-(R)-Co-opted Member

(Mr. Syed Ata Hussain) EVP-I.T. Head- Co-opted Member


 President/CEO

Signature






SIGNATURE MEMBERS PC-ADMIN

 Head - Fin Div. 

 Head - Admin Div. 

 Manager-IDBL. 

 Date: 

Sindh Bank Limited

Tender Document – Supply & Installation of Communication Link

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

 Name of Bidder PAKISTAN TELECOMMUNICATION COMPANY LIMITED

*This amount will be taken as the financial bid offered by the vendor.

S#	Code	Site/Locations	Media Fiber	Monthly recurring charges
1	PITB 1 st link	PITB Arfa Karim Tower Lahore	Fiber	35,850
2	PITB 2 nd link	PITB Arfa Karim Tower Lahore	Fiber	35,850

71,700/-

- The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, labour and delivery charges upto Sindh Bank Limited site on countrywide basis.
- No advance payment for installation of communication link will be made, bills will only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the branch manager.
- Calculation of Bid Security. The mechanism for calculation of bid security will be as follows: 5% of the Grand Total (A+B) which is required to be submitted as bid security in shape of pay order/bank guarantee in the name of Sindh Bank Ltd.
- The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- Non-Submission of Earnest Money/Bid Security along with financial Proposal will result in Disqualification. If any damages occurred while delivery of requisite, no charges will be paid by the Bank
- Pre Bid Meeting: Within one week (For Any Clarification)*

Signature & Stamp of Bidder


Pakistan Telecommunication Company Limited

PTCL Zonal Office South Hatim Alvi Road, Block-4 Clifton Karachi.

www.ptcl.com.pk/business PTCLBusiness PTCLBusinessSolutions



SIGNATURE MEMBERS PC-ADMIN

d - Fin Div.

Admin Div.

Member-IDBL.

Date:

FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of Bidder: LinkDotNet Telecom Limited

*This amount will be taken as the financial bid offered by the vendor.

S#	Code	Site/Locations – Point A	Site/Locations – Point B	Media Fiber	Monthly recurring charges
1	PITB link	Aggregation Site: Imperial Court Civil Line, Karachi, Clifton DR Site: Sindh Bank DHA Y Block Branch, Plot 159, Sector Y, Commercial Area, D.H.A., Lahore Cantt	Punjab IT Board, 6th Floor, Arifa Karim Tower, Lahore	20 Mbps	105,160

1. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, labour and delivery charges up to Sindh Bank Limited site on country wide basis.
2. No advance payment for installation of communication link will be made, bills will only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the branch manager.
3. Calculation of Bid Security. The mechanism for calculation of bid security will be as follows: 5% of the Grand Total (A+B) which is required to be submitted as bid security in shape of pay order/bank guarantee in the name of Sindh Bank Ltd.
4. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
5. Non-Submission of Earnest Money/Bid Security along with financial Proposal will result in Disqualification. If any damages occurred while delivery of requisite, no charges will be paid by the Bank
6. *Pre Bid Meeting: Within one week (For Any Clarification)*

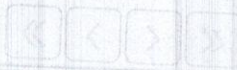
Signature & Stamp of Bidder

[Show Menu](#)

BID Evaluation Review Grid

[Export to Excel](#)[Help](#)[Close](#)

Action	Report ID	Bid Evaluation Report Title	NIT ID	Reference No.	Status
	<input type="text"/>	<input type="text"/>	<input type="text"/>	1295	All
	<u>BE00531-22-0023-1</u>	Comm Links Secondary Links	<u>T00531-22-0023</u>	1294-1295	Posted
	<u>BE00531-22-0023-2</u>	Communication Link Primary Link	<u>T00531-22-0023</u>	1294-1295	Posted



Date: 19/07/2023

SNDB/COK/ADMIN/TD/1294/2023

M/s Pakistann Telecommunication Company Limited,
PTCL Zonal Office South Hatim Alvi Road,
Block – 4 Clifton,
Karachi.

Subject: Acceptance of Bid – Supply & Installation of Communication Link Primary Link For Punjab IT Board

The management of Sindh Bank Limited is pleased to accept the Bid to M/s. Pakistan Telecommunication Company Limited by terms and conditions mentioned in our tender dated 13/01/2023.

Please acknowledge.

Sincerely,

For & behalf of Sindh Bank Limited,

Syed Zeeshan ul haq
SVP IT

Syed Ata Hussain
Head of IT Division

SINDH BANK LIMITED
HEAD OFFICE
3RD FLOOR, FEDERATION HOUSE
ABDULLAH SHAH GHAZI ROAD
CLIFTON KARACHI-75600.

UAN : +92-111-333-225
PHONE : +92-21-35829320
 +92-21-35829394
FAX : +92-21-35870543
WEB : www.sindhbankltd.com

پوائنٹ : ۲۲۵ ۳۳۳ ۱۱۱ +۹۲
فون : ۳۵۸۲۹۳۲۰ ۲۱ +۹۲
۳۵۸۲۹۳۹۳ ۲۱ +۹۲
فیکس : ۳۵۸۷۰۵۴۳ ۲۱ +۹۲

سندھ بینک لمیٹڈ
ہیڈ آفس، تیسری منزل، فیڈریشن ہاؤس،
عبداللہ شاہ غازی روڈ، کلکشن، کراچی۔ ۷۵۶۰۰ - پاکستان